

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-11-61031

HUD# 07-11-0665-8

PARTIES TO THE SETTLEMENT AGREEMENT: RESPONDENT

LINCOLNSHIRE HOMEOWNERS ASSOCIATION

C/O Ruth Busch

5 Coventry Lane Unit 3

Muscatine, Iowa 52761

COMPLAINANT

STEPHEN J. FRYE

31 Coventry Lane Unit C5

Muscatine, IA 52761

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14111 Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondent discriminated against him due to his disabilities by failing to provide the following reasonable accommodations: maintaining and repairing ramps in common areas; maintaining and repainting faded

lines in designated parking areas, including the space regularly used by Complainant; and removing the fire and noise/privacy barrier between Complainant's condominium and the condominium directly above Complainant. In addition, Complainant alleged Respondent retaliated against him by continuing to deny him access to homeowners' meetings,

reports and records, in violation of a previous Settlement Agreement (CP# 01-01-40713) and HUD (07-01-0741-8). Respondent manages the subject property, a condominium complex at 31 Coventry Lane, Muscatine, Iowa 52761.

A complaint having been filed by Complainant against Respondent with the Iowa Civil

Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter

216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

8. Respondent agrees the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondent agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, through the date of this agreement, subject to performance by Respondent of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondent agrees the Association's board or directors will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability and the fair housing laws prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

12. Respondents agree, within ninety (90) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply

et seq., and include the following provisions:

Respondents shall inform all condo owners/residents that they may request reasonable accommodations of Respondents' rules, policies, practices, and services.

Respondents shall use the following forms:

Request for Reasonable Accommodation (Attachments 1 and 2), and Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

Name, address, and telephone number of the person making the request; Date request received;

Nature of request;

Whether request granted or denied; and

If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each condo owner/resident who has requested an accommodation, in a form substantially equivalent to Attachment 4. Respondents agree to review Attachment 5 "Parking for Persons with Disabilities and Fair Housing."

Respondents agree to send documentation to the Commission, verifying they have implemented specific, uniform, and objective written standards and procedures

for receiving and handling requests made by people with disabilities for reasonable accommodation, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of implementing the standards and procedures.

Relief for Complainant

13. Respondent agrees to pay Complainant for the cost, up to a maximum of

\$1,800.00, of blowing 14-inches of insulation into the space between the ceiling of Complainant's condo and the floor in the unit above to provide a fire and noise/privacy barrier. Complainant shall select the contractor.

and agrees that it will maintain and repair properly designed and constructed

ramps in common areas, keep up painted lines and signage in handicap parking areas, maintain the premises in compliance with applicable building and fire codes, and accommodate Complainants access to association meetings and documents. Respondent further agrees that all future requests for accommodations or modifications by Complainant will be handled in a timely fashion. Respondent will provide Complainant with a form to make a written request for accommodations or modifications documenting the date and time the

request was made. Respondent will provide Complainant with a photocopy of the written request for an accommodation or modification. Respondent will communicate in writing their response.

15. Respondent agrees to pay Complainant \$4,000 less no deductions. Respondent agrees to send the check to Complainant at the above address within seven (7) days of Respondent's receipt of a Closing Letter from the Commission. Respondent also agrees to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of Respondent's receipt of a Closing Letter from the Commission.

16. Respondent agrees to pay Complainant's attorney, Mark Liabo, \$3100.00 less no deductions for attorney's fees for representing Complainant in this fair housing complaint. Respondent agrees to send the check to Complainant at the above address within seven (7) days of Respondent's receipt of a Closing Letter from the Commission. Respondent also agrees to send a copy of the check to the

Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of Respondent's receipt of a Closing Letter from the Commission.

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Jcolnshire Homeowners Association, RESPONDENT

1/5/2012

Date

Beth Townsend, DIRECTOR

IOWA CIVIL RIGHTS COMMISSION

Date

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LINCOLNSHIRE VILLAGE ASSOCIATION

P.O. BOX 212

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